# Exhibit 3



21 June 2012

D W Construction, INC Retirement Plan 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and D W Construction, INC Retirement Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
- (d) any applicable terms of business under which you receive services from us in any capacity ("Terms of Business").

The purpose of this letter is to confirm our agreement that in consideration of the custodian and related services provided by us in connection with our entering into with, or arranging for you the above agreements and transactions (including any related or supporting transactions), together with our effecting with or for you any subsequent, similar transactions (each, a "Transaction"), you shall pay to us a fee (each, a "Custodian Fee"). Prior to entering into a Transaction, we will agree the specific amount of the Custodian Fee to be payable and confirm this with you in writing. Each Custodian Fee shall become payable upon settlement of all amounts for each Transaction, and we will subsequently either invoice you or alternatively at our discretion deduct such amounts from any funds you hold on account with us.

For the purposes of:

- (a) the Security and Set-off Deed, this letter agreement is a "Transaction Document";
- (b) the ISDA Master Agreement, this letter agreement, the Custody Agreement, the Security and Set-Off Deed and any Terms of Business will constitute Bridged Agreements and be subject to the Cross-Agreement Bridge; and
- (c) any Terms of Business, the services and consideration provided under this letter agreement is deemed to be a "Netting Transaction".

Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Sharon Heath

Name:

Compliance / Documentation

Title:

Verrona Browne 600 Operations

Accepted and agreed for and on behalf of

D W Construction, INC Retirement Plan:

DARREN WITTHER



21 June 2012

Kamco Investments Inc. Pension Plan 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and Kamco Investments Inc. Pension Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
- (d) any applicable terms of business under which you receive services from us in any capacity ("Terms of Business").

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Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Name:

Sharon Heath

Title:

Verrona Browne Compliance / Documentation

**COO Operations** 

Accepted and agreed for and on behalf of

Kamco Investments Inc. Pension Plan:

Name: Louise KAMINER



21 June 2012

Kamco, L.P. Profit Sharing Pension Plan FBO Stacey Kaminer 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and Kamco, L.P. Profit Sharing Pension Plan FBO Stacey Kaminer (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
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Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Name:

Title:

Sharon Heath

Compliance / Documentation

Verrena Browne **COO Operations** 

Accepted and agreed for and on behalf of

Kamco, L.P. Profit Sharing Pension Plan FBO

**Stacey Kaminer:** 

Title: TRISTE



21 June 2012

Linden Associates Defined Benefit Plan 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and Linden Associates Defined Benefit Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
- (d) any applicable terms of business under which you receive services from us in any capacity ("Terms of Business").

The purpose of this letter is to confirm our agreement that in consideration of the custodian and related services provided by us in connection with our entering into with, or arranging for you the above agreements and transactions (including any related or supporting transactions), together with our effecting with or for you any subsequent, similar transactions (each, a "**Transaction**"), you shall pay to us a fee (each, a "**Custodian Fee**"). Prior to entering into a Transaction, we will agree the specific amount of the Custodian Fee to be payable and confirm this with you in writing. Each Custodian Fee shall become payable upon settlement of all amounts for each Transaction, and we will subsequently either invoice you or alternatively at our discretion deduct such amounts from any funds you hold on account with us.

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- (c) any Terms of Business, the services and consideration provided under this letter agreement is deemed to be a "Netting Transaction".

Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Name:

Verrona Browne Sharon Heath

Title:

COO Operations Compliance / Documentation

Accepted and agreed for and on behalf of Linden Associates Defined Benefit Plan:

Name: JOAN SCHULMAN



21 June 2012

Moira Associates, LLC 401(k) Plan 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and Moira Associates, LLC 401(k) Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
- (d) any applicable terms of business under which you receive services from us in any capacity ("Terms of Business").

The purpose of this letter is to confirm our agreement that in consideration of the custodian and related services provided by us in connection with our entering into with, or arranging for you the above agreements and transactions (including any related or supporting transactions), together with our effecting with or for you any subsequent, similar transactions (each, a "**Transaction**"), you shall pay to us a fee (each, a "**Custodian Fee**"). Prior to entering into a Transaction, we will agree the specific amount of the Custodian Fee to be payable and confirm this with you in writing. Each Custodian Fee shall become payable upon settlement of all amounts for each Transaction, and we will subsequently either invoice you or alternatively at our discretion deduct such amounts from any funds you hold on account with us.

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Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Sharon Heath

Name:

Verrona Brow@mpliance / Documentation

Title:

**COO Operations** 

Accepted and agreed for and on behalf of

Moira Associates, LLC 401(k) Plan:

Name: STACEY KAMINER



21 June 2012

Riverside Associates Defined Benefit Plan 5532 Lillehammer Lane Suite 103 Park City UT 84098 USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and Riverside Associates Defined Benefit Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
- (d) any applicable terms of business under which you receive services from us in any capacity ("Terms of Business").

The purpose of this letter is to confirm our agreement that in consideration of the custodian and related services provided by us in connection with our entering into with, or arranging for you the above agreements and transactions (including any related or supporting transactions), together with our effecting with or for you any subsequent, similar transactions (each, a "**Transaction**"), you shall pay to us a fee (each, a "**Custodian Fee**"). Prior to entering into a Transaction, we will agree the specific amount of the Custodian Fee to be payable and confirm this with you in writing. Each Custodian Fee shall become payable upon settlement of all amounts for each Transaction, and we will subsequently either invoice you or alternatively at our discretion deduct such amounts from any funds you hold on account with us.

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- (c) any Terms of Business, the services and consideration provided under this letter agreement is deemed to be a "Netting Transaction".

Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Name:

Verrona Browne

Title:

COO Operations

Accepted and agreed for and on behalf of

Riverside Associates Defined Benefit Plan:

Name: DAVID SCHULMAN



21 June 2012

American Investment Group of New York, L.P. Pension Plan
75 Claremont Road
Suite 309
Bernardsville
NJ 07924
USA

Dear Sirs:

We refer to:

- (a) the Security and Set-Off Deed dated 21 June 2012 between E D & F Man Capital Markets Limited (hereinafter "us") and American Investment Group of New York, L.P. Pension Plan (hereinafter "you") ("Security and Set-Off Deed");
- (b) the ISDA Master Agreement entered into between us and you on 21 June 2012 ("ISDA Master Agreement");
- (c) the Custody Agreement entered into between us and you on 21 June 2012 ("Custody Agreement"); and
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Cottons Centre Hay's Lane London SE1 2QE



We are very pleased to have concluded this Transaction with you.

Yours sincerely,

E D & F Man Capital Markets:

Sharon Heath

Name: Title:

Verrona Brown€ompliance / Documentation

COO Operations

Accepted and agreed for and on behalf of

American Investment Group of New York, L.P.

Pension Plan:

Name: RDBDD CRI